

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400043

PRINT DATE: 09/13/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1710051040
EARTH GRAINS BAKING COMPANY INC
DBA SARA LEE/BUTTER KRUST BAKING
249 N 11TH ST
SUNBURY, PA 17801
(570)863-2556

REFER QUESTIONS TO:

MARGIE HAJIANTONI
(410)767-3039
MARGARET.HAJIANTONI@DGS.STATE.MD.US

ITB: 001IT818822

EXPR DATE: 08/31/13
POST DATE: 06/27/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CONTRACT FOR BAKERY PRODUCTS

TO FURNISH THE STATE OF MARYLAND AGENCIES LISTED HEREIN WITH THEIR REQUIREMENTS FOR BAKERY PRODUCTS.

FOR: DEPARTMENT OF JUVENILE JUSTICE YOUTH CENTERS IN ALLEGHANY AND GARRETT COUNTIES

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CONTRACT PERIOD: SEPTEMBER 1, 2012 THRU AUGUST 31, 2013 (1 YEAR)

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT TWO (2) TIMES FOR AN ADDITIONAL ONE (1) YEAR PERIOD AT THE SAME TERMS, CONDITIONS AND PRICING.

INDEFINITE DELIVERY CONTRACT FOR SUPPLYING STATE AGENCIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.

PROCESSING FEE: CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE

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TERMS (cont'd):

OF MARYLAND IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURN OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE PROESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITHA MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRAT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$5,000 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

ALL ITEMS ARE TO BE QUOTED FOB DESTINATION AND INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE AUGUST 31 OF EACH YEAR. THE CONTRACT PRICING MAY BE MODIFIED ACCORDING TO THE PRICES THEN PREVAILING WHICH ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE PCU31181.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT

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REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

USAGE REPORTS, PREFERABLY IN EXCEL FORMAT, ARE TO BE SUBMITTED TO THE FOLLOWING:

MARGARET.HAJIANTONI@DGS.STATE.MD.US

HOWARD.MCLAIN@DGS.STATE.MD.US

GENERAL CONDITIONS

QUANTITIES SHOWN ARE APPROXIMATE AND ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM.

BREAD TO BE FURNISHED UNDER THIS CONTRACT SHALL BE CONVENTIONAL LOAF, SLICED, WRAPPED AND AS DELIVERED AS A STANDARD PRODUCT TO GROCERS. ALL PRODUCTS SHALL BE SO PACKAGED THAT PROTECTION FROM DIRT, FILTH, OR OTHER CONTAMINATION IS ENSURED. COMMERCIAL PACKAGING IN MOISTURE-VAPOR RESISTANT WAXED PAPER, REGENERATED CELLULOSE FILM, PLASTIC FILM, ETC., IS ACCEPTABLE.

UNLESS OTHERWISE INSTRUCTED BY THE USING AGENCIES, DELIVERIES ARE TO BE MADE IN COMPLIANCE WITH DELIVERY SCHEDULES AS INDICATED ON INQUIRY. DELIVERIES TO COVER SUNDAYS AND LEGAL HOLIDAYS WILL BE MADE ON THE PRECEDING DAY. HOURS OF THE DAY AND POINTS AT WHICH DELIVERIES WILL BE MADE SHALL BE ESTABLISHED BY THE RESPECTIVE AGENCIES IN WRITING TO THE BIDDER AWARDED THE CONTRACT.

IT SHALL BE UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL BE TERMINATED IMMEDIATELY SHOULD THE SANITARY CONDITIONS AS DETERMINED BY INSPECTION OF THE DELIVERED PRODUCT OR THE PLANT WHERE IT IS PRODUCED INDICATED IN THE JUDGEMENT OF THE STATE SUCH ACTION IS NECESSARY. IN SUCH CASES, THE CONTRACTOR WILL BE NOTIFIED OF TERMINATION BY REGISTERED OR CERTIFIED MAIL. IF FOR ANY OTHER REASON THE CONTRACT SHOULD BE TERMINATED BY EITHER PARTY, FIFTEEN (15) DAYS NOTICE BY REGISTERED OR CERTIFIED MAIL SHALL BE REQUIRED.

PROMPTLY AFTER THE AWARD AND BEFORE THE FIRST DELIVERY, THE CONTRACTOR MUST FURNISH EACH AGENCY WITH THE CODE CARD WHICH INDICATES THE DAY ON WHICH THE BREAD WAS MADE. EACH LOAF MUST BEAR THIS CODE. FAILURE TO DO THIS WILL RESULT IN THE CONTRACT BEING CANCELLED AND REAWARDED TO THE NEXT LOWEST BIDDER.

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BREAD OR ROLLS WHICH ARE DETERMINED BY AGENCY AUTHORITIES TO BE UNACCEPTABLE DUE TO MOLD OR OTHER CONDITIONS WHICH RENDER THE PRODUCT INEDIBLE WILL BE REJECTED AND WILL BE REPLACED BY THE CONTRACTOR WITH LIKE ITEMS OF ACCEPTABLE CONDITIONS AT NO CHARGE.

PRODUCTS DESIGNATED FRESH SHALL BE DELIVERED WITHIN 24 HOURS OF PRODUCTION. PRODUCTS DESIGNATED NON-FRESH SHALL BE DELIVERED WITHIN 72 HOURS OF PRODUCTION. SHOULD THE CONTRACT BE AWARDED ON THE BASIS OF NON-FRESH AND THE CONTRACTING BAKERY IS UNABLE TO SUPPLY, FRESH PRODUCTS WILL BE FURNISHED AT THE CONTRACT PRICE FOR NON-FRESH.

VENDOR TO CONTACT: EARTH GRAINS BAKING CO., INC. DBA SARA LEE/BUTTER KRUST BAKING
ADDRESS: 249 N. 11TH STREET
CITY/STATE/ZIP CODE: SUNBURY, PA 17801
PHONE: 570-863-2524 OR 2556 FAX: 570-286-7204

NOTE: ALL LISTED QUANTITIES ARE FOR ESTIMATED ANNUAL USAGE.

DELIVERY RECEIPT AND INVOICES

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1. EACH DELIVERY TO BE ACCOMPANIED BY A DELIVERY RECEIPT IN TRIPLICATE TO BE SIGNED BY THE INSTITUTION RECEIVING CLERK AND TWO (2) COPIES SIGNED BY THE INSTITUTION.
2. EACH DELIVERY RECEIPT TO CLEARLY SHOW THE FOLLOWING INFORMATION.
 - A. FULL DESCRIPTION OF PRODUCT DELIVERY.
 - B. THE EXACT UNITS DELIVERED, SIZE, PACK, ETC., IN ACCORDANCE WITH CONTRACT.

INVOICING AND/OR STATEMENT

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1. BILLING TO BE SENT DIRECT TO THE ORDERING AGENCY IN TRIPLICATE.
2. EITHER WEEKLY OR MONTHLY BILLING MUST SHOW THE FOLLOWING INFORMATION.
 - A. DAILY DELIVERIES TO CORRESPOND TO DELIVERY RECEIPT, PRICED ACCORDING TO UNIT PRICES SHOWN ON CONTRACT, PRICES EXTENDED AND TOTALED.

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SPECIFICATIONS

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ALL SLICED BREAD LOAVES SHALL CONTAIN SLICES OF ONE (1) OUNCE MAXIMUM WEIGHT. STATED OUNCE PER LOAF SHALL YIELD SAME NUMBER OF SLICES PER LOAF EXCLUSIVE OF END PIECES. EXAMPLE: 22 OUNCE LOAF SHALL YIELD 21 SLICES EXCLUSIVE OF END PIECES.

***** ADDITIONAL ITEMS MAY BE ADDED TO ANY RESULTING CONTRACT *****

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	37515-300010	DZ	1.0600

ROLLS, FRANKFURTER, FRESH, 12/PK
CODE 528

0002	37515-300020	DZ	1.0600
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ROLLS, HAMBURGER, FRESH 12/PK
CODE 608

0003	37515-310820	LF	1.1700
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BREAD, WHOLE WHEAT, FRESH, 16 OUNCE LOAF
CODE 319

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0004	37515-320200	LF	.8200

BREAD, WHITE, FRESH, 16 OUNCE PER LOAF
CODE 200

0005	37515-480010	PK	2.3500
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ENGLISH MUFFINS, 12 PK (2/6-PK), FORK SPLIT
CODE 918

0006	37515-700006	PK	2.5400
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ROLLS, SUB, 6 INCH, FRESH, 12/PK
730

0007	37515-1817XX	CS	20.6400
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BAGEL, CINNAMON AND RAISIN, 72/CASE (12/6 PK TO A TRAY)
1-6/PK FOR 1.72
CODE 1412

0008	37515-000015	CS	18.4800
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BAGELS, PLAIN, 12/6PK/CASE
1-6/PK FOR 1.54
CODE 1587

0009	37515-200020	LF	1.8000
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BREAD, RAISIN LOAF, NON ICED, FRESH
CODE 310

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0011	37515-100007	LF	.9200
BREAD, COUNTRY WHEAT, 23 OZ, 24 SLICES			
CODE 150			
0013	37515-600017	PK	4.0600
ROLLS, DINNER, PLAIN, 42 PACK			
CODE 777			
0015	37515-650030	PK	1.3900
ROLLS, SPLIT TOP			
16/PK			
CODE 2702			
0017	37515-200083	LF	1.8000
BREAD ,BLUEBERRY CRUMBLE, FRESH,16 OZ			
CODE 1529			
0018	37515-0071XX	PK	1.6800
BAGEL,BLUEBERRY,6 PK			
CODE 1411			
0020	37515-200085	PK	1.3300
BREAD, STONE GROUND, WHEAT, 100%			
CODE 335			
0025	37515-700007	DZ	2.8600
ROLLS, SUB, 6" FRESH, WHILE WHEAT			

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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WHOLE GRAIN, 12/PK
CODE 1004

0026	37515-650040	PK	1.4500
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ROLLS, STAR, KAISER OR HARD, FRESH
8/PK
CODE 764

0027	37515-700008	PK	1.2800
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ROLLS, SUB, 8" FRESH

6/PACK
CODE 680

0028	37515-600010	PK	1.2300
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ROLLS, BROWN AND SERVE, FRESH
ROLL, BULK T-ROLL, 13 OZ.16 PK
CODE 785

0029	37515-240016	PK	1.4200
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WHEAT HAMBURGER ROLLS

12/PK
CODE 795

0030	37515-240017	PK	1.4200
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WHEAT HOTDOG ROLLS

12/PK
CODE 560

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0031	37515-593021	PK	2.3700

ROLLS, WHOLE WHEAT KAISER

8/PK WHOLE GRAIN
CODE 1008

0032	37515-MGRAIN	PK	1.4200
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MULTIGRAIN DINNER ROLLS

MULTIGRAIN DINNER ROLLS, 16 PACK
CODE 2707

0033	37515-200084	LF	1.1900
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BREAD, SPLITTOP, WHEAT, 23 OZ, 24 SLICES

CODE 316

END OF ITEM LIST

DELIVERY SCHEDULE:

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SAVAGE MNTN YOUTH CTR.

MON. _____ TUES. _____ WED. _____ THURS. _____ FRI. X SAT. _____
FOR A TOTAL OF 1 DAYS PER WEEK.

BACKBONE MTN YOUTH CTR.

MON. X TUES. _____ WED. _____ THURS. X FRI. _____ SAT. _____
FOR A TOTAL OF 2 DAYS PER WEEK.

MEADOW MNTN YOUTH CTR.

MON. _____ TUES. _____ WED. _____ THURS. X FRI. _____ SAT. _____
FOR A TOTAL OF 1 DAYS PER WEEK.

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GREENRIDGE YOUTH CTR.

MON. _____ TUES. X WED. _____ THURS. _____ FRI. X SAT. _____
FOR A TOTAL OF 2 DAYS PER WEEK.

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID.
THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE
BIDDER BY LOT AWARD. ALL ITEMS MUST BE BID. FAILURE TO SUBMIT
PRICING FOR A LINE ITEM MAY CAUSE YOUR BID TO BE DEEMED NON
RESPONSIVE AND YOUR BID WILL BE REJECTED.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE,
AND/OR BIODEGRADABLE MATERIALS.

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AUTHORIZED BY: Margaret Harrison
BUYER AUTHORIZED DESIGNEE

DATE: 9/13/12